

**AGREEMENT FOR
B180400GWT ANNUAL-PLUMBING SUPPLIES PROJECT**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Interline Brands, Inc, a New Jersey corporation authorized to do business in the State of Florida, whose address is 701 San Marco Boulevard, Jacksonville, FL 32207, and whose federal tax identification number is 22-2232386, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Plumbing Supplies from the Vendor in connection with "Annual-Plumbing Supplies" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B180400GWT on June 29, 2018 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and,

WHEREAS, the County posted a Notice of Notice of Intended Decision on August 15, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Work and Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, as modified by its Addendum One, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date, and shall continue on an "as needed basis" for a one (1) year period. There may be an option to renew this Agreement for up to three (3) additional one (1)

year periods upon the mutual written agreement of both parties. The effective date shall be the date the Solicitation is awarded to the Vendor by the Lee County Board of County Commissioners.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Ran Garver

Title: Merchandising
Compliance Manager

Address: 701 San Marco Blvd,
Jacksonville, FL
32207

Telephone: 800-476-5839 Ext
114790

Facsimile:

E-mail: Bids-
rfp@interlinebrands.
com

County's Representatives:

| | | |
|------------|---|---|
| Names: | <u>Roger Desjarlais</u> | <u>Mary Tucker</u> |
| Titles: | <u>County Manager</u> | <u>Director of Procurement Management</u> |
| Address: | <u>P.O. Box 398 Fort Myers, FL 33902</u> | |
| Telephone: | <u>239-533-2221</u> | <u>239-533-8881</u> |
| Facsimile: | <u>239-485-2262</u> | <u>239-485-8383</u> |
| E-Mail: | <u>rdesjarlais@leegov.com mtucker@leegov.com</u> | |

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: [Signature]

Print Name: Douglas Coley

Bids Supervisor

Interline Brands, Inc.

Signed By: [Signature]

Print Name: Ran Garver

Title: Merchandising Compliance Mgr

Date: 9/17/2018

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

CHAIR

DATE: 10-22-18

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]

OFFICE OF THE COUNTY ATTORNEY





CERTIFICATE OF AUTHORITY AND INCUMBENCY

Name of Corporation: Interline Brands, Inc.
State of Incorporation: New Jersey

THE UNDERSIGNED DOES HEREBY CERTIFY that I am an Officer of the Corporation named above, a corporation duly organized and validly existing under the laws of the jurisdiction set forth above, and that as such Officer I am authorized to make and deliver this certificate. I further certify that the individuals named below are authorized to execute and deliver any government bid or contract or Amendment to a government bid or contract, Schedules, or any other documents deemed necessary or desirable in connection with the government bid or contract or Schedules thereto, which when so executed and delivered shall constitute a legally binding and enforceable obligation of the Corporation and that the following is the official signature of said individuals:

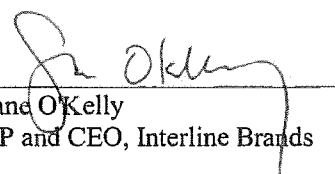
| <u>NAME</u> | <u>TITLE</u> | <u>SIGNING LIMITS</u> |
|------------------|-----------------------------------|---------------------------------|
| Ran Garver | Merchandising Compliance Manager | <u>\$1 - \$250K</u> |
| Doretta Williams | Senior Director of Special Orders | <u>\$1 - \$500K</u> |
| Melissa Richards | Chief Merchandising Officer | <u>\$1 - \$500K and Greater</u> |

REMARKS

For bids/contracts submitted to government entities at the local, municipal, county, state, federal level (and other similar jurisdictions, like schools boards, and various statutorily authorized authorities).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation on this 12th Day of March, 2018.




Shand O'Kelly
SVP and CEO, Interline Brands

The signed certificate is valid for a period of two (2) years unless the Officer specifies otherwise herein.



EXHIBIT A

SPECIFICATIONS OR SCOPE OF SERVICES

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

Lee County is requesting competitive bids in order to maintain the Lee County infrastructure from plumbing supply Vendors to provide comprehensive plumbing products for Lee County. The intent of this bid is to establish a contract for the purchase of plumbing supplies on an as needed basis. No purchases are guaranteed.

Contract shall be open to and utilized by all County Departments. Main Contract using Departments are Facilities and Construction Management, Utilities, Parks and Recreation.

2. REGULAR DISTRIBUTER

A "Regular Distributer" is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Distributer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

3. PRICE ESCALATION/DE-ESCALATION

Bids shall be submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of each 365 calendar days and only where verified to the satisfaction of the Lee County Procurement Department. The vendor must provide no less than a 60-day advanced written notice prior to the end of the 365 calendar days and each 365 calendar day period thereafter.

Any approved price change will be effective only at the beginning of the contract effective date for that year. The vendor shall document the amount and proposed effective date of the change in price. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others is not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. Procurement Management may make such verification as deemed adequate. An increase, which Procurement Management determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract. Lee County Procurement Management will notify using agencies and vendor(s) in writing of the effective date of any increase, which is approved.

The vendor shall fill all purchase orders received prior to the effective date of any price adjustments at the old contract prices. The vendor is further advised that price decreases, which affect the cost of materials, labor and transportation, are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

4. PRODUCT CATALOG

Vendor(s) shall, at no cost to the County provide an internet link or CD-ROM to verify costs of purchased goods. The County prefers an internet link of the manufacturers product catalog. Vendors shall be responsible for providing updated links or CD-ROMS following a product line or pricing update throughout the term of the contract inclusive at any renewals.

Indicate the format in which this information will be provided:

_____ Internet link

_____ CD-Rom

_____ Other (Bidder to Specify)

5. DELIVERY

County Departments may pick-up supplies or request delivery of supplies purchased under this Contract. Vendors contract shall provide delivery of requested supplies at no additional cost to the County. All associated delivery, fuel, surcharge, etc... fees shall be includes in Vendor Bid Discount.

Deliveries shall be F.O.B Destination with INSIDE DELIVERY and unloading by Vendor representative to any location within County boundaries. Delivery site may be various job sites or County facilities as deemed necessary by Department placing purchase order. The following are County facilities that typically request and receive delivered supplies under this contract.

Henderson Shop Warehouse
1765 Henderson Avenue
Fort Myers, FL 33916

Ortiz Jail Site
2501 Ortiz Avenue
Fort Myers, FL 33905

Henderson Avenue Building 2
1765 Henderson Avenue
Fort Myers, FL 33916

Delivery timeframe shall be requested and agreed upon at time of purchase request between County Department and Vendor. Should Vendor be unable to meet requested delivery time or fail to provide delivery by agreed upon terms, the County reserves the right to purchase from additional Vendor or cancel order and purchase from additional Vendor.

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

6. INVOICING

To make it easier and faster to receive payments please do the following:

Purchase order number must appear on the invoice.

The quantity, item number, manufactures name, list price, discount and County's costs shall appear on the invoice.

If all or part of the above information is missing from the invoice, payment may be held until the information can be located and verified.

7. WARRANTY

The warranty for any product shall begin on the day of acceptance by Lee County.

End of Scope of Work and Specifications Section

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lccgov.com/procurement

Posted Date: July 24, 2018

Solicitation No.: B180400GWT

Solicitation Name: Annual- Plumbing Supplies

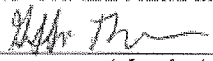
Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

On page 27 of B180400GWT Annual Plumbing Supplies the Affidavit Certification Immigration Laws Solicitation Number at the top is B180400GWT.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.



Procurement Analyst
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

| MANUFACTURER CATALOG | PRICE DISCOUNT (PERCENTAGE OFF LIST PRICE) |
|--|---|
| ACORN CATALOG LIST PRICE LESS | 15% OFF |
| AMERICAN GRANBY CATALOG LIST PRICE LESS | 0 % OFF |
| AMERICAN STANDARD CHINA CATALOG LIST PRICE LESS | 0% OFF |
| AMERICAN STANDARD PARTS CATALOG LIST PRICE LESS | 0% OFF |
| AMERICAN STANDARD VALUES CATALOG LIST PRICE LESS | 0% OFF |
| A O SMITH PARTS CATALOG LIST PRICE LESS | 0% OFF |
| A/S AMERICA CATALOG LIST PRICE LESS | 0% OFF |
| BRADLEY CATALOG LIST PRICE LEE | 0%OFF |
| BRASSCRAFT FITTINGS CATALOG LIST PRICE LESS | 0% OFF |
| BOW CATALOG LIST PRICE LESS | 0% OFF |
| CENTRAL BRASS CATALOG LIST PRICE LESS | 0% OFF |
| CHARLOTTE CATALOG LIST PRICE LESS | 0% OFF |
| CHARLOTTE CPVC CATALOG LIST PRICE LESS | 0% OFF |
| CHARLOTTE DWV CATALOG LIST PRICE LESS | 0% OFF |
| CHARLOTTE PRES. CATALOG LIST PRICE LESS | 0% OFF |
| CHICAGO FAUCETS CATALOG LIST PRICE LESS | 0% OFF |
| CHICAGO PARTS CATALOG LIST PRICE LESS | 0% OFF |
| CHURCH CATALOG LIST PRICE LESS | 0% OFF |
| DEARBORN CATALOG LIST PRICE LESS | 0% OFF |
| DELANEY CATALOG LIST PRICE LESS | 0% OFF |
| DELTA CATALOG LIST PRICE LESS | 0% OFF |
| EBCO CATALOG LIST PRICE LESS | 0%OFF |
| ELKART CATALOG LIST PRICE LESS | 0% OFF |
| ELKAY CATALOG LIST PRICE LESS | 0% OFF |
| FERNCO CATALOG LIST PRICE LESS | 0% OFF |
| FIAT CATALOG LIST PRICE LESS | 0% OFF |

**EXHIBIT B
FEE SCHEDULE**

| | |
|--|--------|
| | |
| FLUIDMASTER LIST PRICE LESS | 0%OFF |
| GENERAL WIRE CATALOG LIST PRICE LESS | 0% OFF |
| GROHE CATALOG LIST PRICE LESS | 0%OFF |
| HAMMOND VALVE CATALOG LIST PRICE LESS | 0% OFF |
| INSINKERATOR CATALOG LIST PRICE LESS | 0% OFF |
| JONES STEPHENS CATALOG LIST PRICE LESS | 0% OFF |
| KNOX CATALOG LIST PRICE LESS | 0% OFF |
| LEGEND VALVE CATALOG LIST PRICE LESS | 0% OFF |
| LENOX CATALOG LIST PRICE LESS | 0% OFF |
| LEONARD CATALOG LIST PRICE LESS | 0% OFF |
| LOCHNIVAR CATALOG LIST PRICE LESS | 0% OFF |
| MANSFIELD PLUMBING CATALOG LIST PRICE LESS | 0% OFF |
| MOEN FAUCETS CATALOG LIST PRICE LESS | 0% OFF |
| MOEN PARTS OATEY CATALOG LIST PRICE | 0% OFF |
| PROGRESS FITTINGS CATALOG LIST PRICE LESS | 0%OFF |
| RIGID CATALOG LIST PRICE | 0% OFF |
| ROYAL BRASS CATALOG LIST PRICE LESS | 0% OFF |
| SANIFLO CATALOG LIST PRICE LESS | 0% OFF |
| SIOUX CHIEF CATALOG LIST PRICE LESS | 0% OFF |
| SLOAN CATALOG LIST PRICE LESS | 0% OFF |
| SLOAN PARTS CATALOG LIST PRICE LESS | 0% OFF |
| SLOAN VALVES CATALOG LIST PRICE LESS | 0% OFF |
| SPEAKMAN CATALOG LIST PRICE LESS | 0% OFF |
| SYMMONS CATALOG LIST PRICE LESS | 0% OFF |
| TECTITE CATALOG LIST PRICE LESS | 0% OFF |
| TRUEBRO CATALOG LIST PRICE LESS | 0% OFF |
| T/S BRASS CATALOG LIST PRICE LESS | 0% OFF |

**EXHIBIT B
FEE SCHEDULE**

| | |
|--|--------|
| WEST HOWELL CATALOG LIST PRICE LESS | 0% OFF |
| WILKINS CATALOG LIST PRICE LESS | 0% OFF |
| WILLOUBY CATALOG LIST PRICE LESS | 0% OFF |
| WOODFORD CATALOG LIST PRICE LESS | 0% OFF |
| ZURN CATALOG LIST PRICE LESS | 0% OFF |

EXHIBIT C INSURANCE REQUIREMENTS

INSURANCE GUIDE

| |
|-------------------------------------|
| Major Insurance Requirements |
|-------------------------------------|

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:
- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
- \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
- \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|-----------------------|---------------|
| PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): | |
| CN101642069-Inter-GAW-18-19 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Old Republic Insurance Co | | 24147 |
| | INSURER B : New Hampshire Ins Co | | 23841 |
| | INSURER C : HomeRisk Captive Insurance Company | | |
| | INSURER D : | | |
| | INSURER E : | | |

INSURED THE HOME DEPOT, INC.
HOME DEPOT U.S.A., INC.
2455 PACES FERRY ROAD
BUILDING C-20
ATLANTA, GA 30339

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

ATL-004712915-24

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | MWZY 312717 LIMITS OF POLICY XS OF SIR: \$1M PER OCC | 03/01/2018 | 03/01/2019 | EACH OCCURRENCE \$ 9,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 9,000,000 GENERAL AGGREGATE \$ 9,000,000 PRODUCTS - COMP/OP AGG \$ 9,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | MWTB312718 SELF INSURED AUTO PHY DMG | 03/01/2018 | 03/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC 014122577 (AK,NH,NJ,VT) WC 014122578 (WI) Continued on Additional Page | 03/01/2018 03/01/2018 | 03/01/2019 03/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000 |
| C | Excess Auto | | | 297-1-10011-00-2018 | 03/01/2018 | 03/01/2019 | Limit \$ 4,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA ARE INCLUDED AS ADDITIONAL INSURED ON THE ABOVE SHOWN COVERAGES, EXCLUDING WORKERS COMPENSATION, AND WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| LEE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT MANAGEMENT DIVISION PO BOX 398 FORT MYERS, FL 33902 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |
|---|--|

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

| | | |
|----------------------------------|------------------|--|
| AGENCY MARSH USA, INC. | | NAMED INSURED THE HOME DEPOT, INC. HOME DEPOT U.S.A., INC. 2455 PACES FERRY ROAD BUILDING C-20 ATLANTA, GA 30339 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation Continued:

Carrier: Indemnity Insurance Company of North America

Policy Number: WLR C64783191 (AL,AR,FL,IL,IA,KS,KY,LA,MS,MO,NE,NM,ND,OK,SC,SD,TN,WV,WY)

Effective Date: 03/01/2018

Expiration Date: 03/01/2019

(EL) Limit: \$1,000,000

Carrier: New Hampshire Insurance Company

Policy Number: WC 014122576 (DC, DE,HI,IN,MD,MN,MT,NY,RI)

Effective Date: 03/01/2018

Expiration Date: 03/01/2019

(EL) Limit: \$1,000,000

Carrier: ACE American Insurance Company

Policy Number: WCU C64783221 (QSI) (AZ, CA,IL,NC,OR,VA,WA)

Effective Date: 03/01/2018

Expiration Date: 03/01/2019

(EL) Limit: \$1,000,000

SIR: \$1,000,000 SIR for the states of AZ, CA,IL,NC,OR,VA,WA

Carrier: National Union Fire Insurance Company

Policy Number: XWC 4595580 (QSI) (CO,CT,GA,ME,MI,NV,OH,PA,UT)

Effective Date: 03/01/2018

Expiration Date: 03/01/2019

(EL) Limit: \$1,000,000

\$1,000,000 SIR for the states of CO,ME,NV,MI, OH,PA, UT

\$750,000 SIR for the state of GA

\$350,000 SIR for the state of CT

Carrier: National Union Fire Insurance Company

Policy Number: XWC 4595581 (QSI) (MA)

Effective Date: 03/01/2018

Expiration Date: 03/01/2019

(EL) Limit: \$1,000,000

SIR: \$500,000

TX Employers XS Indemnity:

Carrier: Illinois Union Insurance Company

Policy Number: TNS C4916693A (TX)

Effective Date: 03/01/2018

Expiration Date: 03/01/2019

(EL) Limit: \$10,000,000

SIR: \$1,000,000



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

| | | | |
|---------------------------|-----------|---|--|
| AGENCY MARSH USA, INC. | | NAMED INSURED THE HOME DEPOT, INC. HOME DEPOT U.S.A., INC. 2455 PACES FERRY ROAD BUILDING C-20 ATLANTA, GA 30339 | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |
| | | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

***** HOME DEPOT INSURED*****

The Home Depot, Inc.

The Home Depot U.S.A., Inc.

Home Depot USA, Inc. dba The Home Depot

Home Depot USA, Inc. dba Your Other Warehouse, LLC

Home Depot of Puerto Rico, Inc.

Home Depot Product Authority, LLC

Home Depot Store Support, Inc.

Red Beacon, LLC

Interline Brands, Inc.

Interline Brands, Inc. dba:

Barnett

Copperfield

Eagle Maintenance Supply

Hardware Express

Leran

Maintenance USA

Renovations Plus

Supplyworks

US Lock

Wilmar

CleanSource

JanPak

AmSan

Sexauer

Trayco

Zip Technologies